

497 02-25

PROPOSED AGREEMENT

BETWEEN THE

HASBROUCK HEIGHTS *Board of Education and*

(ADMINISTRATORS AND SUPERVISORS ASSOCIATION)

and the

BOARD OF EDUCATION OF HASBROUCK HEIGHTS

(BERGEN COUNTY, NEW JERSEY

X July 1, 1983 to June 30, 1984

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PREAMBLE

In order to effectuate the provision of Section 19 of Article I of the Constitution of the State of New Jersey and Chapter 123 P.L. of 1974, this agreement is made and entered into on this first day of July, 1983 by and between the Hasbrouck Heights Board of Education (hereinafter referred to as the "Board") and the Hasbrouck Heights Administrators and Supervisors Association (hereinafter referred to as the "Association").

A R T I C L E O N E

RECOGNITION

The Board hereby recognizes the Hasbrouck Heights Administrators & Supervisors Association as the exclusive negotiating representatives, as defined under the laws of the State of New Jersey as written in Title 18A of the revised statutes annotated of P.L. of 1968, for the positions herein listed:

Principal of Lincoln School
Principal of Euclid School
Principal of Franklin School
Principal of the High School
Vice-Principal of the High School

Subject matter Supervisors
Director of Student Personnel Services

Except for salary, the position of Director of Student Personnel Services will be considered the same as that of Supervisor.

A R T I C L E T W O

GRIEVANCE PROCEDURE

- A. Good relations between the Board and Administrators and Supervisors are enhanced when there is an orderly and clearly defined procedure for the consideration and disposition of grievances which may arise between administrators and other supervisors or between Administrators and Board.
- B. A grievance is a claim by a member of the Association or a group of members regarding the interpretation, application or violation of this agreement. Policies or decisions affecting the member or a group of members may also be cause for a grievance. A grievance shall apply only when no other statutory remedy is provided. It is understood that members, including the grievant, will continue under the direction of the Superintendent regardless of the pendency of any grievance until such grievance has been settled.

Article Two - Grievance Procedure (continued)

- C. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.
- D. The "Aggrieved person" is a person or group making the claim of a grievance.

PROCEDURE

- Level 1. Any aggrieved person who has a grievance shall discuss it first with his immediate superior in an attempt to resolve the difference.

If the matter is not resolved by this discussion, the aggrieved person shall submit his grievance in writing to the Superintendent. The Superintendent, in turn, will notify the aggrieved person of his decision in writing within (5) calendar days after the receipt of the written grievance, on condition that five (5) school days remain before a lengthy recess period. If five (5) school days do not remain, the Superintendent's decision will be submitted within fifteen (15) days.

- Level 2. If the aggrieved person is not satisfied with the Superintendent's decision, the grievance may be filed in writing to the President of the Association. The Association will consider the grievance. Within five (5) days after the grievance was received, the Association will notify the aggrieved person if it believes the grievance has merit. If it decides that it does, the grievance will be submitted to the Superintendent in writing appealing the decision. Within (10) days the Superintendent will submit a decision in writing, with supporting reasons, to the aggrieved person and a copy of this decision will be sent to the Association.

If the Association decides that the grievance is without merit, it will so advise the aggrieved person in writing. An aggrieved person whose grievance has been declared without merit by the Association shall not be denied the right to continue the appeal through the next levels. If such an appeal is made by the aggrieved person, it will be without the support of the Association, with any expenses incurred to be born by the aggrieved person.

Article Two - Grievance Procedure (continued)

PROCEDURE

Level 3. If the aggrieved person is not satisfied with the disposition of his grievance at Level 2, he may request, through the Superintendent, that the grievance be heard by the Board. The Board shall hear the grievance and make a decision at the next regular meeting and inform the aggrieved person, in writing, of its decision.

Level 4. If the aggrieved person is not satisfied with the disposition of the grievance at Level 3, he may request in writing that the grievance be submitted to binding arbitration. The request shall be submitted to the Board and the Association. Within ten (10) days after the receipt of the request. The Board and the Association shall attempt to agree upon a mutually acceptable arbitrator.

The arbitrator so selected shall confer with representatives of the Board and the Association, and hold a hearing promptly and shall issue his recommendation no later than twenty (20) days from the date of the close of the hearing. Such recommendation shall be in writing and submitted to the Board and the Association.

The cost of such arbitration shall be borne equally by the Board and the Association. Any other expenses incurred shall be paid by the party incurring same.

E. RIGHTS OF PRINCIPALS TO REPRESENTATION

Any aggrieved person may be represented at all stages of the grievance procedure by himself, or at his option, by a representative selected by the Association. A representative of the Association shall have the right to be present as an observer.

A R T I C L E T H R E E

ASSOCIATION RIGHTS AND PRIVILEGES

A. The Board agrees to make available to the Association records normally available to the citizens of Hasbrouck Heights. In addition, the Board will provide such other records as mutually agreed upon to assist the Association in its function.

Article Three - Association Rights and Privileges(continued)

- B. The Association and its representatives shall have the right to use the school building for meetings with the approval of the Superintendent or his designated representative. Likewise, the Association shall have the right to use school equipment with the approval of the Superintendent or his designated representative with the understanding that the Association will be responsible for cost of materials and supplies and the repair of damages caused by the Association's use.
- C. Representatives of the Association and other professional organizations invited by the Association shall be permitted to transact official Association business on school property with the approval of the Superintendent of Schools or his designated representative.

A R T I C L E F O U R

INDIVIDUAL MEMBER'S RIGHTS

- A. Pursuant to Chapter 123, Public Laws of 1974, the Board holding the position listed in Article One, hereby agrees that every employee of the Board shall have the right freely to organize, join and support the Association and its affiliates for the purpose of engaging in collective negotiations and other concerned activities for mutual aid and protection. As a duly selected body exercising governmental power under the laws of the State of New Jersey, the Board undertakes and agrees that it shall not directly or indirectly discourage or deprive or coerce any Administrator or Supervisor in the enjoyment of any rights conferred by Chapter 123, P.L. 1974 or any other laws of New Jersey or the Constitution of New Jersey and the United States; that it shall not discriminate against any Administrator or Supervisor with respect to hours, wages, or any terms or conditions of employment by reason of his membership in the Association or its affiliates, his participation in any activities of the Association and its affiliates, collective negotiations with the Board, or his institution of any grievance, complaint or proceeding under his Agreement or otherwise with respect to any terms or conditions of employment.
- B. Nothing contained herein shall be construed to deny or restrict to any Administrator or Supervisor such rights as he may have under New Jersey School Laws or other applicable laws and regulations. The rights granted to Administrators & Supervisors hereunder shall be deemed to be in addition to those provided elsewhere.

A R T I C L E F I V E

RETIREMENT STIPEND

At retirement, an employee shall receive a payment of thirty-five (\$35) for every accumulated-sick day not used.

A R T I C L E S I X

SALARIES

- A. The salaries of all employees covered by this agreement are set forth in Schedules A, B, and C which are attached hereto.
- B. It shall be clearly understood by both parties that these salary schedules do not guarantee an automatic salary increase. The Board reserves the right to withhold for inefficiency or other good cause any and all employment adjustment, and merit increments. In the event the Board wishes to exercise such a right, it does hereby agree to follow this procedure:
 - 1. Whenever the Superintendent of Schools decides to submit a recommendation to the Board to withhold a salary increment, the employee to be so deprived shall be put on notice of this recommendation.
 - 2. Arrangements shall be made to afford said employee a reasonable opportunity to speak in his own behalf before the Board. Such a meeting before the Board shall not constitute a plenary hearing.
 - 3. The Board will not take necessary formal action until a date subsequent to the above meeting.
 - 4. If the resultant action of the Board is to withhold an increment, it shall within 10 days, give written notice of such action, together with the reasons therefore, to the employee concerned.

This procedure is in accordance with NJSA, Title 18A: 29-14.

- C. All members shall be paid in equal semi-monthly installment as set forth in Schedule D.
- D. All members of the Association who are employed for 10 months may individually elect to have any portion of their monthly salary deducted from their pay and deposited to an account in their name in The Central Bergen Teachers Federal Credit Union or the United Jersey Bank. Each employee shall be entitled to change his or her payroll deductions once per contract year.

A R T I C L E S E V E N

INSURANCE PROTECTION

- A. The Board shall provide the New Jersey State Health Benefit Plan. The Board shall pay the full premium for each employee and 100% family coverage where applicable.
- B. The Board shall provide, at its expense, a full family dental plan as hereinafter described:
 - 1. New Jersey Dental Service Plan.
 - 2. 100% payment - preventive and diagnostic treatment.
 - 3. 70% payment - remaining basic benefits.
 - 4. 50% payment - prosthodontic benefits.
 - 5. Maximum payment per employee per year - \$1000.
 - 6. 50% payment - orthodontic benefits a maximum benefit of \$500 per case.

A R T I C L E E I G H T

TEMPORARY LEAVES OF ABSENCE

- A. Employees shall be entitled to the following temporary non-accumulate leaves of absence with full pay each school year:
 - 1. Two (2) days leave of absence for personal, legal, business, household or family matters which require absence during school hours, but these days may not be taken prior to or immediately following a legal holiday or school vacation. Application to the employee's principal or other immediate superior for personal leave shall be made at least one (1) day before taking such leave (except in the case of emergencies) and the applicant for such leave shall not be required to state the reason for taking such leave other than that he is taking it under this Section. Unused personal business days will be added to the cumulative sick leave total, as allowable by law.
 - 2. Time necessary for appearances in any legal proceeding connected with the employee's employment or with the school system or in any other legal proceeding if the employee is required by law to attend.
 - 3. Up to five (5) days, including weekends, at any one time in the event of death of any employee's spouse, child, son-in-law, daughter-in-law, parent, father-in-law, mother-in-law, brother, sister, brother-in-law, sister-in-law, grandparents, and any other member of the immediate household.

4. Time necessary but not to exceed ten (10) working days for persons called into temporary active duty for any unit of the U.S. Reserves or the State National Guard. An employee shall be paid his regular pay in addition to any pay which he receives from the state or federal government.
5. If required to serve on jury duty, no employee shall suffer any loss of pay. Any remuneration received from service on jury duty shall be returned to the district.

A R T I C L E N I N E

EXTENDED LEAVES OF ABSENCE

- A. The Board agrees that up to one (1) employee designated by the Association shall, upon request, be granted a leave of absence without pay for up to one (1) year for the purpose of engaging in activities of the Association or its affiliates.
- B. A leave of absence without pay of up to two (2) years shall be granted to any employee who joins the Peace Corps, VISTA, National Teacher Corps, or serves as an exchange educator or overseas educator, and is a full time participant in either of such programs, or accepts a Fulbright Scholarship.
- C. Military leave without pay shall be granted to any employee who is inducted or enlists in any branch of the armed forces of the United States for the period of said service and three (3) months thereafter, or three (3) months after recovery of any wounds or sickness at time of discharge.
- D. Child Rearing Leave: In the case of a birth or adoption placement of a child or for the care of a pre-school age child, any employee shall be entitled to leave without pay for child rearing purposes.

In cases where both husband and wife may be employees in this school system, only one of said persons shall be entitled to such leave.

In the case of female employees, the application for child rearing leave may be made to become effective immediately upon termination of the anticipated disability leave.

D. Child Rearing Leave (continued):

Child rearing leave shall be granted for a period of up to the end of the school year in which the leave begins, but such leave shall, upon the request of the employee, be extended for one additional year. Requests for extensions of such leaves must be made at least two (2) months prior to the expiration of the first period thereof.

- E. All benefits to which an employee was entitled at the time his leave of absence commenced, including unused accumulated sick leave shall be restored to him upon his return.
- F. All extensions or renewals of leaves shall be applied for and granted in writing.
- G. All requests for leaves or extensions shall be made in writing at least 60 days prior to the desired commencement, except in mutually agreed upon emergencies.

A R T I C L E T E N

PERSONAL AND ACADEMIC FREEDOM

- A. Employees shall be entitled to full rights of citizenship, and no religious or political activities of any employees, or the lack thereof, shall be grounds for any discipline or discrimination with respect to the professional employment of such employee, providing said activities do not violate any local, state, or federal law.

A R T I C L E E L E V E N

MISCELLANEOUS PROVISIONS

- A. These provision apply to both Principal and Supervisors:
 - 1. We believe it is incumbent, as Administrators and Supervisors, to continue to involve faculty members in all appropriate areas. Teachers, Administrators, Supervisors, Board of Education, students, and parents all have a vital interest in the total educational program; dialogue and discussion should be the sine qua non of any decision affecting children or those who work with children. Inherent in this dialogue must be a mutual trust and respect which transcends negotiation in its legalistic sense.

A R T I C L E E L E V E N

MISCELLANEOUS PROVISIONS - (continued)

2. The Board of Education will notify the Association, in writing through the Superintendent of Schools, of any items initiated by any group which could change the responsibilities of any principal or supervisor.
 3. Any other duties, responsibilities or rights not specifically defined in this agreement will be consistent with those outlined in the job description of the Administrators and Supervisors as mutually determined by the Board and the Association.
 4. Members of the Association are entitled to reimbursement for tuition for graduate level college courses taken. The amount of compensation will not exceed the value of six credits as established by the N.J. State Colleges. The courses studied must deal directly with the individual's professional responsibilities and must be approved by the Superintendent of Schools.
- B. The following provisions apply to Principals and High School Vice-Principal only.
1. All Twelve-month Administrators shall be entitled to 15 days of paid sick leave per year. Unused sick days may be accumulated from year to year with no maximum limit.
 2. All Administrators' contracts will be of 12 months duration. Vacations will be based upon one calendar month or its equivalent. In the event school duties prevent the taking of the full month in the summer, the unused vacation days may be taken at any time mutually agreeable to the Administrator and the Superintendent of Schools.
 3. Administrators are expected to attend meetings of their respective county and state associations. Attendance at national conferences will be on an every other year basis with the Principals of Euclid and Lincoln Schools alternating years. The High School Vice-Principal may attend the NASSP Conference on the year that the High School Principal does not attend. If a principal opts not to go in his assigned year, he then forfeits his turn. In his place the other principal may opt to attend the conference without losing priority for the following year. Expenses not to exceed \$750 per conference will be reimbursed to each Administrator attending.

ARTICLE ELEVEN

MISCELLANEOUS PROVISIONS - (continued)

B. The following provisions apply to Principals and High School Vice-Principal only.

4. Professional dues for membership in the following associations will be paid by the Board of Education:

National Association of Secondary School Principals
National Association of Elementary School Principals
New Jersey Principals and Supervisors Association
National Association for Supervision and Curriculum Development
New Jersey Association for Supervision and Curriculum Development
Bergen County Secondary School Principals and Supervisors Association
Bergen County Elementary and Middle School Administrators Association

C. The following provisions apply only to Supervisors.

1. Any Supervisor holding a doctorate in the field in which he/she is supervising will receive an additional stipend of \$653.
2. Any Supervisor holding a Masters Degree in the field he/she is supervising will receive an additional stipend of \$272. In order to qualify, individuals must have a Masters Degree in specialized fields directly related to a major part of their daily teaching or supervising responsibility. This payment shall not apply to any individual who qualifies to receive compensation at the doctorate degree level. The Superintendent of Schools shall be responsible for determining the qualifications of teachers for Masters-In-Field benefits.
3. All ten-month Supervisors shall be entitled to 13 sick days each school year as of the first official day of said year. Unused sick leave days shall be accumulated from year to year with no maximum limit. Supervisors shall be given a written accounting of accumulated sick leave days no later than September 15 of each school year.
4. The Board agrees to deduct from the salaries of Supervisors dues for National Association of Secondary School Principals and the New Jersey Principals and Supervisors Association, or any one of any combination of such Associations as said

A R T I C L E E L E V E N

MISCELLANEOUS PROVISIONS - (continued)C. The following provisions apply only to Supervisors
(continued)

4. employees individually and voluntarily authorize the Board to deduct. Such deductions shall be made in compliance with Chapter 310, Public Laws of 1967 (NJSA 52:14-15, 9e) and under rules established by the State Department of Education. The said associations will supply the necessary forms requesting the deductions to be made.
5. As professionals, Supervisors are expected to devote to their assignments the time necessary to meet their responsibilities, and they shall not be required to "clock in and clock out" by hours and minutes. Supervisors shall indicate their presence by placing a check mark in the appropriate place in the faculty "sign-in" book.
6. The required arrival and departure time for all Supervisors shall be at least ten (10) minutes before the student arrival time and no less than fifteen (15) minutes after the scheduled departure of students.
7. Any Supervisor who is requested by his principal or the superintendent to work beyond his regular contract year shall be compensated.
8. Supervisors authorized by the superintendent of schools to work after the termination of the school day involving curricula development activities shall be compensated at the rate of \$12.50 per hour.
9. Supervisors shall have a daily duty-free lunch period for a minimum of one (1) hour.
10. Supervisors may leave the building without requesting permission during their scheduled duty-free lunch period.
11. Supervisors shall have the opportunity to suggest items for the agenda of any faculty meeting.
12. In those cases where regular substitutes are not available, Supervisors may be used as substitutes during their non-teaching time. Assigned Supervisors shall be paid at the rate of \$10 per hour or any fraction thereof. Such coverage shall be arranged by the principal of the school in question and shall be distributed as equitably as possible within the areas of certification of the absent teachers and those who substitute for them.

A R T I C L E E L E V E N

MISCELLANEOUS PROVISIONS - (continued)

C. The following provisions apply only to Supervisors
(continued)

13. Supervisors shall be permitted to drive students to activities which take place away from school buildings. A Supervisor may do so, however, with the advance approval of the Superintendent and in accordance with Board Policy. He shall be compensated at the rate of \$7.00 per round trip.

SCHEDULE A

Hasbrouck Heights Public Schools

ADMINISTRATIVE SALARY GUIDE

| <u>Step</u> | <u>1983-1984</u> | |
|-------------|-----------------------|--|
| | High School Principal | Elementary School Principals High School - Vice Principal |
| 1 | \$37,600 | \$35,011 |
| 2 | 38,255 | 35,655 |
| 3 | 38,909 | 36,319 |
| 4 | 39,563 | 36,973 |
| 5 | 40,217 | 37,629 |
| 6 | 40,871 | 38,281 |
| 7 | 41,525 | 38,935 |

Longevity - \$500 for twenty (20) years experience in education.

SCHEDULE BSUPERVISOR'S SALARY GUIDE

Additional Stipend for Supervisors - \$550.00
to be added to the base pay they would receive as teachers.

SCHEDULE D

HASBROUCK HEIGHTS PUBLIC SCHOOLS

PAY SCHEDULE

| | | |
|-----------|----|--------------------|
| September | 15 | 30 |
| October | 14 | 28 |
| November | 15 | 30 |
| December | 15 | 22 |
| January | 13 | 30 |
| February | 15 | 29 |
| March | 15 | 30 |
| April | 13 | 30 |
| May | 15 | 30 |
| June | 15 | Last day of School |

Twelve month employees will be paid September through June as stated above. July and August payments will be adjusted to meet the vacation schedule.

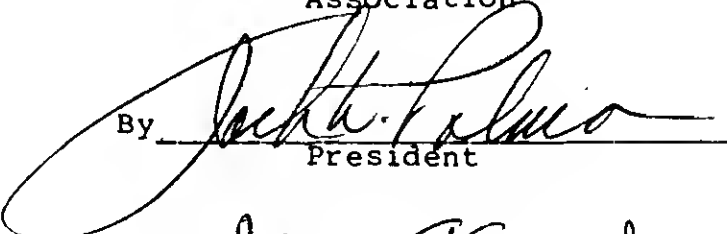
A R T I C L E T W E L V E

MUTUALITY OF OBLIGATION


- A. This Agreement shall be effective as of July 1, 1983 and shall continue in effect until June 30, 1984, subject to the Association's right to negotiate an annual salary guide and other monetary benefits and subject to the Associations' right to negotiate a successor agreement. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.
- B. In witness whereof the parties hereto have caused this Agreement to be signed by their respective presidents, attested by their respective secretaries, all on the day and year first above written.

Hasbrouck Heights
Administrators And Supervisors
Association

By

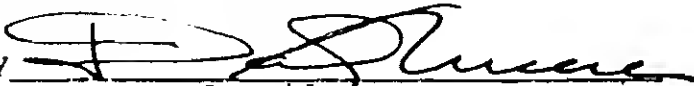

President

By

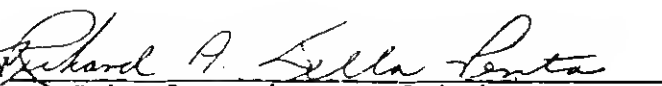

Secretary

Hasbrouck Heights Board of Education

By


President

By


School Business Administrator

Date of Signing: 12/9/83